

MORTGAGE RECORD No. 38.

167

MORTGAGE Standard Form. SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this Fifteenth day of November in the year of our Lord, one thousand Nineteen hundred and One, between Lizzie H. Maffet and George H. Maffet her husband of the township Douglas of Nebraska in the County of Douglas and State of Kansas, of the first part, and E. J. Williams

of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of

Three Thousand two hundred Dollars,

to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said part of of the second part her heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to wit:

Beginning at the south west corner of the north west quarter of section five (5) Township thirteen (13) Range twenty (20), thence east on the south boundary of said quarter section six (6) chains and eighty (80) links, thence north nine (9) chains and forty-seven (47) links, thence west six (6) chains and eighty (80) links to a cloud in the west boundary of the quarter section, thence south on the west boundary of the quarter section nine (9) chains and forty-seven (47) links to place of beginning, containing 6.00 Acres, more or less. Also the north west quarter of the south west quarter of the north west quarter of said section five (5) Township thirteen (13) range twenty (20), containing Ten (10) Acres, more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

This Grant is intended as a Mortgage to secure the payment of the sum of

Three Thousand two hundred dollars

according to the terms of One certain Mortgage this day executed

and delivered by the said parties of the first part to the said part of of the second part

Payable five (5) years after date with interest at seven (7) per cent from date until maturity or default as evidenced by coupons attached to said note and after maturity or default until paid, Right reserved to pay for or any multiple thereof on account principal money at time any interest payment falls due all arrears of interest having been first paid and interest on this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part of of the second part her executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the part of making such sale, on demand, to the said Parties of the first part their heirs and assigns. Parties of first part also covenant and agree to keep the building on the above described premises insured in a good and lawful company to the extent of at least three-fourths (3/4) of their insurable value and attach to this policy a mortgage clause making same payable in full to said mortgage.

Signed, Sealed and Delivered in Presence of

Hugh Blair

Lizzie H. Maffet (SEAL.)
Geo. H. Maffet (SEAL.)
(SEAL.)

STATE OF KANSAS,

County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 15 day of November A. D. 1901, before me

Hugh Blair a Notary Public in and for said County and State, came Lizzie H. Maffet and George H. Maffet her husband to me personally known to be the same

persons who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above

written:

My Commission Expires 28th Decr. 1901 Hugh Blair Notary Public

Filed for Record the 16 day of Nov. A. D. 1901, at 2¹⁵ o'clock P. M.

E. J. Williams Register of Deeds

The following is Endorsement on the original instrument.
The note herein referred to is in full, this mortgage is hereby released and the lien hereby created is discharged.
Witness my hand this 2nd day of November A.D. 1901.
Attest
E. J. Williams
Dec 25 Maffet

Recorded Nov 22 1901
C. W. Cunningham
Register of Deeds